

Electronically Recorded

Tarrant County Texas

Official Public Records

3/7/2011 4:16 PM

D211054344

*Mary Louise Garcia*

PGS 3 \$24.00

SUBSURFACE EASEMENT

STATE OF TEXAS           \*

  \*       KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TARRANT    \*

This Subsurface Easement ("Agreement") is made and entered into as of the date herein specified by and between **Elizabeth S. McLinden and Steve McLinden**, hereinafter referred to as "Grantor", whose address is 6003 Pleasant Hill Ct., Arlington, Texas 76016, and **Chesapeake Exploration, L.L.C., an Oklahoma limited liability company**, hereinafter referred to as "Grantee", whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154.

WHEREAS, Subsurface Tract is described as follows:

**0.315 acres, more or less, situated in the A C Richey Survey, A-1283, and being Lot 2, Block 1, of Oak Hill Estates (Arlington), an Addition to the City of Arlington, Tarrant County, Texas, according to the map or plat thereof recorded in Volume 388-116, Page 52, Plat Records, Tarrant County, Texas**

NOW, THEREFORE, WITNESSETH:

That Grantor for and in consideration of the sum of Ten Dollars and other valuable consideration in hand paid to Grantor, receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN, AND CONVEY unto Grantee, a subsurface easement and right-of-way to provide Grantee ingress to and egress from, and the right to use and occupy, the subsurface of the Subsurface Tract for a wellbore or wellbores to drill across, through and under the subsurface of the Subsurface Tract.

Grantee, at its sole cost and expense, shall comply at all times with all applicable federal, state and local laws, rules, regulations and safety standards in connection with Grantee's activities hereunder.

Grantee, its successors and assigns, shall and hereby does indemnify and hold harmless Grantor, its heirs, successors and assigns, from and against all liability, damages, suits, actions, costs and expenses of whatsoever nature (including reasonable attorneys' fees) to persons or property caused by or arising out of any of Grantee's operations hereunder or otherwise relating to the subsurface easement and right-of-way, except where such claims result from the acts, omissions and negligence of Grantor, its heirs, successors and assigns.

This subsurface easement and right-of-way shall terminate automatically upon actual abandonment. Actual abandonment shall occur at any time that either Grantee provides Grantor with a written notice of abandonment or at such time that the subsurface easement and right-of-way is no longer used for the purposes granted herein for a continuous period of two years. In the event of termination, Grantee, its successors and assigns, shall execute and deliver to Grantor a written release in recordable form.

It is understood and agreed that this agreement is a subsurface easement and right-of-way only and in no way grants or conveys any part of the underlying fee simple estate of any lands owned by Grantor.

Notwithstanding the use of the terms "grant" and "convey" hereinabove set forth, Grantor does not warrant the title to the subsurface easement and right-of-way herein conveyed unto the Grantee.

Any notice provided or permitted to be given in this agreement must be in writing and may be given by depositing the notice in the United States mail, postage prepaid,

certified with return receipt requested, and addressed to the party to be notified. Notice deposited in the mail in the foregoing manner shall be deemed received five (5) days after it is so deposited, excluding Sundays and Postal holidays. Notice given in any other manner shall be effective only if and when actually received by the party to be notified. For purposes of notice the addresses of the parties shall be as follows until changed as herein provided:

**GRANTORS:**

Elizabeth S. Mclinden  
and Steve Mclinden  
6003 Pleasant Hill Ct.  
Arlington, TX 76016

**GRANTEE:**

Chesapeake Exploration, L.L.C.  
P.O. Box 18496  
Oklahoma City, OK 73154  
ATTN: Henry J. Hood

Either party, by notifying the other party hereto in the manner provided in this paragraph, may designate a different address for receipt of subsequent notices.

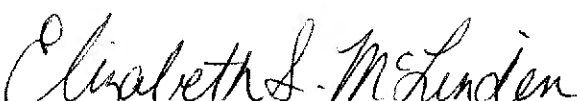
This agreement and all terms, provisions and obligations hereof shall be covenants running with the land affected hereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, legal representatives, executors, administrators, agents, servants, employees, contractors, successors and assigns.

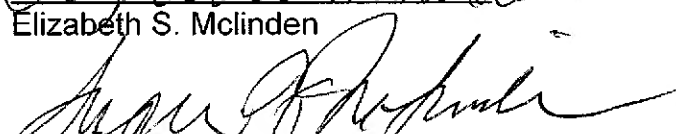
This agreement may be executed in multiple counterparts all of which when taken together shall constitute a single agreement with the same force and effect as if all parties had signed the same copy of this agreement.

This grant contains all of the agreements between the parties with respect to the subject matter hereof, and no prior representations or statements, verbal or written, have been made modifying, adding to or changing the terms of the agreement. No amendments, modifications or revisions hereof shall be effective unless made in writing and signed by the parties hereto.

EXECUTED and effective as of the date of the notarial acknowledgment of the Grantor's execution.

**GRANTOR(S):**

  
Elizabeth S. Mclinden

  
Steve Mclinden

**CHESAPEAKE EXPLORATION, L.L.C. – GRANTEE**  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Henry J. Hood, Senior Vice President – Land  
Legal & General Counsel

**ACKNOWLEDGMENTS**

STATE OF TEXAS                     )  
COUNTY OF Tarrant             )

This instrument was acknowledged before me on February 15<sup>th</sup>, 2011 by  
Elizabeth S. McLinden.



Brenda Hampton Higgins  
Notary Public

My Commission Expires: 11-25-2013

STATE OF TEXAS                     )  
COUNTY OF Tarrant             )

This instrument was acknowledged before me on February 15<sup>th</sup>, 2011 by  
Steve McLinden.



Brenda Hampton Higgins  
Notary Public

My Commission Expires: 11-25-2013

STATE OF OKLAHOMA    )  
COUNTY OF OKLAHOMA)       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_